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Transmittal Number: 14567323
Date Processed: 12/14/2015

Notice of Service of Process

Primary Contact: Arlene Smith
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02117

Entity: Safeco Insurance Company Of America
Entity ID Number 2781189

Entity Served: Safeco Insurance

Title of Action: Grover Conrad vs. Safeco Insurance

Document(s) Type: Citation/Petition

Nature of Action: Contract

Court/Agency: Camp County District Court, Texas

Case/Reference No: CV-15-2642

Jurisdiction Served: Texas

Date Served on CSC: 12/11/2015

Answer or Appearance Due: 10:00 am Monday next following the expiration of 20 days after service

Originally Served On: CSC

How Served: Certified Mail

Sender Information: Mark McMahon
903-757-8435

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CITATION BY CERTIFIED MAIL

THE STATE OF TEXAS

CV-15-02642

GROVER CONRAD

THE 76TH/276TH DISTRICT COURT

VS

OF

SAFECO INSURANCE

CAMP COUNTY, TEXAS

To: SAFECO INSURANCE - Greeting:

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you."

You are hereby commanded to appear to appear by filing a written answer to the Plaintiff's Petition at or before ten o'clock A.M. of the Monday next after the expiration of twenty days after the date of service of the citation before the Honorable 76th – 276th District Court of Camp County, Texas at the Courthouse of said County in Pittsburg, Texas. Said Plaintiff's Petition was filed said court on the 11/23/2015 in the above entitled cause.

The nature of Plaintiff's demand is fully shown by a true and correct copy of Plaintiff's Petition accompanying this citation and made a part hereof.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at Pittsburg, Texas this 8th day of December, 2015.

Attorney for Plaintiff or Plaintiff:

MARK MCMAHON
P O BOX 3485
LONGVIEW, TX 75606

Clerk of the Court:

TERESA BOCKMON
126 Church Street Room #204
Pittsburg, Texas 75686

M. Griffin, Deputy

RECEIVED IN THE CAMP COUNTY CLERK'S OFFICE
AND FILED IN THE 76TH DISTRICT COURT
ON DECEMBER 8, 2015 AT 10:00 AM BY CLERK
TERESA BOCKMON

RECORDED ON COMPUTER

AT 10:00 AM ON DECEMBER 8, 2015 BY CLERK TERESA BOCKMON FOR THE 76TH DISTRICT COURT
IN CAMP COUNTY, TEXAS. THIS IS A COPY OF A CITATION BY CERTIFIED MAIL WHICH WAS SERVED ON GROVER CONRAD
BY CLERK TERESA BOCKMON ON DECEMBER 8, 2015.

NO. CV-15-2642

GROVER CONRAD,
Plaintiffs,

v.

SAFECO INSURANCE,
Defendant.

IN THE 76th DISTRICT COURT

FOR

CAMP COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE COURT:

NOW COMES Grover Conrad, Plaintiff in the above-styled and numbered cause, and complains of Safeco Insurance, Defendant, and would show unto the Court the following:

I. MONETARY DAMAGES SOUGHT

Plaintiff seeks monetary relief over \$200,000 but not more than \$1,000,000 and are within the jurisdictional limits of the Court.

II. DISCOVERY LEVEL

Discovery should be conducted pursuant to Tex. R. Civ. Pro. (190.2, 190.3, or 190.4).

III. PARTIES

Plaintiff, Grover Conrad, is an individual whose address is 151 CR 2608 Pittsburg, Texas 75686. In accordance with Section 30.014, Tex. Civ. Prac. & Rem. Code, the last three digits of the Plaintiff's drivers' license number are 164 and the last three digits of the Plaintiff's Social Security Number are 521.

Defendant SAFECO Insurance is a foreign corporation licensed to do business in the State of Texas. SAFECO Insurance is an assumed or common name of the defendant herein, and, as such, defendant is sued in its assumed or common name pursuant to TEX R CIV PRO 28.

This Defendant may be served by serving its registered agent for service, Corporation Service Company, 211 E. 7th St., Ste 620, Austin, Texas 78701-3218.

IV. FACTS

Defendant sold Plaintiff an insurance policy which purported to protect Plaintiff against loss by fire. The insurance company represented, and the policy states, that it will pay for loss of the house in question and its contents if the house is destroyed by fire. Plaintiff purchased the policy to protect his house and contents located on Lake Bob Sandlin in Camp County, Texas. Plaintiff's house suffered extensive loss by fire on August 14, 2014 such that it was completely destroyed along with all the contents located therein. At the time of the fire, all premiums had been paid, and the insurance policy was in full force and effect. Plaintiff made a timely claim for proceeds under the policy and all conditions precedent have been met. Defendant has paid proceeds attributable to the structure of the house, but has refused to pay the full and fair value of contents in and around the house that were destroyed by fire. Defendant's refusal to pay occurred April 1, 2015.

Plaintiff has made demand for payment and more than 30 days have expired without Defendant paying the amount it owes pursuant to the policy of insurance.

V. LIABILITY

A. TEXAS INSURANCE CODE AND DTPA

By failing to promptly resolve a legally recoverable claim under the Fire-Insurance Coverage and in failing to make a good faith attempt to fairly and equitably settle the under-insured claim in which The Safeco Insurance liability had become reasonably clear, Defendants have violated provisions of §541.060 and §542.051 *et seq* of the Texas Insurance Code.

Violation of the Texas Insurance Code also constitutes a violation of the Texas Deceptive Trade Practices - Consumer Protection Act.

Safeco Insurance is liable for all penalties, interest, and attorney's fees authorized by the provisions of the Texas Insurance Code or Texas Deceptive Trade Practices-Consumer Protection Act recited above or by reason of their actions:

- (1) The amount of insurance coverage available to them pursuant to the policy of insurance which was paid for and which was in full force and effect at the time of the collision in question;
- (2) Eighteen percent (18%) penalty for violation of §542.051 *et seq* of the Texas Insurance Code;
- (3) Reasonable and necessary attorney's fees because it was necessary to hire the undersigned counsel and to pursue this suit to recover damages authorized by contract and law; and
- (4) The full amount of additional damages authorized by the Texas Deceptive Trade Practices-Consumer Protection Act for "knowing" violations of such Consumer Protection Act.

B. BREACH OF CONTRACT

Defendant has breached its contract of insurance with Plaintiff. Defendant insured the house and contents owned by Plaintiff for loss against fire. Plaintiff's house burned and its contents were destroyed while the insurance contract was in full force and effect. Defendant paid some of the loss, but refuses to pay for all the contents lost in the fire.

The Insurance Policy between Plaintiff and Defendant is a valid and binding contract. All conditions precedent to performance by Defendant have been met. Plaintiff made demand for

performance according to the terms of the contract and Defendant has failed and refused to meet its contractual obligations. More than 30 days have expired since Plaintiff demanded performance and Defendant refused.

Plaintiff seeks the full amount itemized and demanded from Defendant.

Plaintiff seeks reasonable and necessary attorney's fees because of defendant's refusal to pay and the resulting necessity of hiring an attorney pursue this action.

C. GOOD FAITH AND FAIR DEALING

The evidence in this case establishes that Defendants breached its duty to act in good faith and deal fairly with Plaintiff. Defendant has no reasonable basis for refusing to tender the policy limits under the applicable policy. Furthermore, Defendants has needlessly prolonged resolution of this matter and persists in refusing to tender a good faith rationale for denying Plaintiff's claim. As a consequence, Defendants are liable for actual damages, punitive damages and other relief as pled in this petition.

In addition to the Texas Insurance Code and the Texas Deceptive Trade Practices – Consumer Protection Act, the common law of the state of Texas imposes upon parties to a contract and particularly insurance carriers investigating and paying covered claims a duty to act in good faith and deal fairly with its insured. Defendant has violated its duty of good faith and fair dealing in the way that it investigated plaintiff's claims, negotiated with plaintiff, evaluated the losses suffered by plaintiff, and paid some claims but denied others. Plaintiff sues for breach of good faith and fair dealing and seeks recovery of all damages that result there from including actual damages and punishment damages and reasonable and necessary attorney's fees.

VI. JURY DEMAND

9.1 Plaintiff hereby requests a trial by jury and tenders the appropriate fee.

VII. RULE 193.7 NOTICE

10.1 Pursuant to Tex. R. Civ. Pro. 193.7, Plaintiff hereby gives notice that all documents produced by any party to this case will be used at any pretrial proceeding or at the trial of this matter.

VIII. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendant be duly cited to appear and answer herein, and, that upon a final trial of this cause, Plaintiff recovers:

1. Judgment against Defendant for Plaintiff's damages as set forth above, in an amount within the jurisdictional limits of this Court;
2. Interest on the judgment at the legal rate from date of judgment;
3. Pre-judgment interest on Plaintiff's damages as allowed by law;
4. Costs of court; and
5. Such other and further relief to which Plaintiff may be entitled.

Respectfully submitted,
ERSKINE & MCMAHON, L.L.P.

/s/ Mark P. McMahon
Mark McMahon
State Bar No. 13776500
P. O. Box 3485
Longview, Texas 75606
Telephone: 903.757.8435
Facsimile: 903.757.9429
markm@erskine-mcmahon.com
ATTORNEYS FOR PLAINTIFF

CAMP COUNTY DISTRICT CLERK

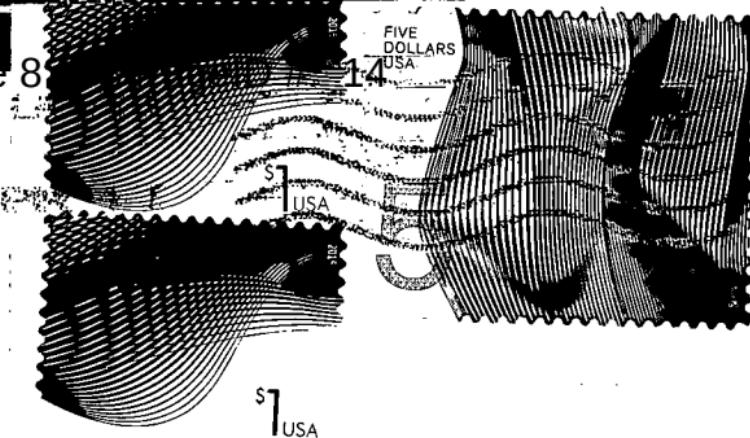
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CERTIFIED MAIL®

Teresa Bockmon
120 Church Street, Room 204
Pittsburg, TX 75686
Phone (903) 856-3221



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Safeco Insurance
c/o Its Registered Agent for Service
Corporation Service Company
211 E. 7th Street, Ste 620

78701-3218
Austin, TX 78701-3218